

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 84	
2. CONTRACT NO. DABT31-02-D-0009		3. SOLICITATION NO. DABT31-01-B-0020		4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [] NEGOTIATED (RFP)	5. DATE ISSUED 19 Sep 2001	6. REQUISITION/PURCHASE NO. DPWFHM-1211-N011	
7. ISSUED BY DIRECTORATE OF CONTRACTING PO BOX 140 FORT LEONARD WOOD MO 65473-0140			CODE DABT31	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
			TEL: 573-596-0266 FAX: 573-596-0267			TEL:	
						FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>561 Iowa Ave</u> until <u>13 00</u> local time <u>24 Oct 2001</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME SUSAN R MARTIN		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 573-596-0263		C. E-MAIL ADDRESS martins@wood.army.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		29	X	J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		40		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES OR PERFORMANCE		42		L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		45		M	EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS		46			
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	1CVP3	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
D & D HEATING AND COOLING INC 24816 JUNIPER RD LEBANON MO 65536							
15B. TELEPHONE NO (Include area code) 573-336-2941		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED 0001-0001AT		20. AMOUNT \$320,533.00		21. ACCOUNTING AND APPROPRIATION See Schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM Block 7	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY INTERNATIONAL MERCHANT PURCHASE PAYMENT WILL BE MADE BY GOVERNMENT CREDIT CARD FORT LEONARD WOOD MO 65473		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) CAROL A. L. SADLER				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE 4/1/2002	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		.00		\$0.00	\$0.00
	Base Period (01 Dec 01 through 30 Nov 02)				
	FFP - Maintenance of Heating and Air Conditioning Units				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$0.00
----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AA		2,672.00	Each	\$14.00	\$37,408.00
	Service charge for spring scheduled maintenance				
	FFP - per Technical Exhibit 3.				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$37,408.00
----------------------	-------------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB		2,672.00	Each	\$14.00	\$37,408.00
	Service charge for fall scheduled maintenance				
	FFP - per Technical Exhibit 1				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$37,408.00
----------------------	-------------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AC		1,500.00	Each	\$19.00	\$28,500.00
	Charge for routine service orders per para 5.1.3. (HVAC)				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$28,500.00
----------------------	-------------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AD		650.00	Each	\$15.00	\$9,750.00
	Charge for routine service calls per para 1.7.5. - FFP - (hot water heaters only)				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$9,750.00
----------------------	------------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AE		500.00	Each	\$62.00	\$31,000.00
	Charge for emergency service orders per para 1.7.3. FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$31,000.00
----------------------	-------------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AF		5,000.00	Each	\$3.00	\$15,000.00
	Labor for replacing filters IAW para 5.1.4. (add '1 change only)				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$15,000.00
-------------------	-------------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AG		12.00	Each	\$35.00	\$420.00
	Labor for replacing coil - A/C condenser.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$420.00
-------------------	----------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AH		35.00	Each	\$40.00	\$1,400.00
	Labor for replacing coil - A/C evaporator.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$1,400.00
-------------------	------------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AJ		15.00	Each	\$40.00	\$600.00
	Labor for replacing compressor - A/C.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$600.00
-------------------	----------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AK		12.00	Each	\$46.00	\$552.00

Labor for replacing condenser unit -
FFP - complete with compressor, controls, etc.
PURCHASE REQUEST NUMBER DPWFHM-1211-N011

ESTIMATED NET AMT	\$552.00
----------------------	----------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AL		6.00	Each	\$75.00	\$450.00

Labor for replacing gas furnace.
FFP
PURCHASE REQUEST NUMBER DPWFHM-1211-N011

ESTIMATED NET AMT	\$450.00
----------------------	----------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AM		200.00	Linear Foot	\$0.50	\$100.00
	Labor for installation of gas piping.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$100.00
-------------------	----------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AN		25.00	Each	\$1.00	\$25.00
	Labor to package thermostats.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$25.00
-------------------	---------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AP	Labor to replace gas hot water heater.	30.00	Each	\$45.00	\$1,350.00
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$1,350.00
-------------------	------------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AQ	Labor to replace electric hot water heater.	130.00	Each	\$45.00	\$5,850.00
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$5,850.00
-------------------	------------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AR		150,000.00	Dollars, U.S.	\$1.00	\$150,000.00

Parts and material IAW para 1.8. -
FFP - utilized on air conditioning & heating units, and hot water heaters.

THE AMOUNT OF THIS ITEM IS ESTIMATED AND SHALL NOT EXCEED \$150,000.00 WITHOUT A WRITTEN MODIFICATION TO THE CONTRACT. THE CONTRACTOR WILL BE PAID ONLY FOR THOSE SERVICES RENDERED AND ACCEPTED BY THE GOVERNMENT. PURCHASE REQUEST NUMBER DPWFHM-1211-N011

ESTIMATED NET AMT	\$150,000.00
-------------------	--------------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AS		360.00	Dollars, U.S.	\$1.00	\$360.00

Telephone call reimbursement IAW para 1.7.3.
FFP - The amount of this item is estimated and shall not exceed \$360.00 without a written modification to the contract. The contractor shall invoice for these calls monthly using the actual telephone bill in accordance with paragraph 1.7.3 of Section C. PURCHASE REQUEST NUMBER DPWFHM-1211-N011

ESTIMATED NET AMT	\$360.00
-------------------	----------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AT		12.00	Hours	\$30.00	\$360.00
	Standby time for gas leaks or regulator repair/ replacement. FFP -				

PURCHASE REQUEST NUMBER DPWFHM-1211-N011

ESTIMATED NET AMT	\$360.00
----------------------	----------

ACRN AA Funded Amount	\$0.00
-----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002		.00		\$0.00	\$0.00
	1st Option Period - 01 Dec 02 through 30 Nov 03 FFP - Maintenance and Repair of Air Conditioning and Heating Units PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$0.00
----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AA		2,672.00	Each	\$14.00	\$37,408.00
	Service charge for spring scheduled maintenance				
	FFP - per Technical Exhibit 3.				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$37,408.00
----------------------	-------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AB		2,672.00	Each	\$14.00	\$37,408.00
	Service charge for fall scheduled maintenance				
	FFP - per Technical Exhibit 1				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$37,408.00
----------------------	-------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AC		1,500.00	Each	\$19.00	\$28,500.00
	Charge for routine service orders per para 5.1.3. (HVAC)				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$28,500.00
----------------------	-------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AD		650.00	Each	\$15.00	\$9,750.00
	Charge for routine service calls per para 1.7.5. - FFP - (hot water heaters only)				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$9,750.00
----------------------	------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AE		500.00	Each	\$62.00	\$31,000.00
	Charge for emergency service orders per para 1.7.3. FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$31,000.00
----------------------	-------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AF		5,000.00	Each	\$3.00	\$15,000.00
	Labor for replacing filters IAW para 5.1.4. (add '1 change only)				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$15,000.00
-------------------	-------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AG		12.00	Each	\$35.00	\$420.00
	Labor for replacing coil - A/C condenser.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$420.00
-------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AH		35.00	Each	\$40.00	\$1,400.00
	Labor for replacing coil - A/C evaporator.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$1,400.00
-------------------	------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AJ	Labor for replacing compressor - A/C. FFP PURCHASE REQUEST NUMBER DPWFHM-1211-N011	15.00	Each	\$40.00	\$600.00

ESTIMATED NET AMT	\$600.00
----------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AK	Labor for replacing condenser unit - FFP - complete with compressor, controls, etc. PURCHASE REQUEST NUMBER DPWFHM-1211-N011	12.00	Each	\$46.00	\$552.00

ESTIMATED NET AMT	\$552.00
----------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AL		6.00	Each	\$75.00	\$450.00
	Labor for replacing gas furnace.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$450.00
----------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AM		200.00	Linear Foot	\$0.50	\$100.00
	Labor for installation of gas piping.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$100.00
----------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AN		25.00	Each	\$1.00	\$25.00
	Labor to package thermostats.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$25.00
-------------------	---------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AP		30.00	Each	\$45.00	\$1,350.00
	Labor to replace gas hot water heater.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$1,350.00
-------------------	------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AQ		130.00	Each	\$45.00	\$5,850.00
	Labor to replace electric hot water heater.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$5,850.00
-------------------	------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AR		150,000.00	Dollars, U.S.	\$1.00	\$150,000.00

Parts and material IAW para 1.8. -
FFP - utilized on air conditioning & heating units, and hot water heaters.

THE AMOUNT OF THIS ITEM IS ESTIMATED AND SHALL NOT
EXCEED \$150,000.00 WITHOUT A WRITTEN MODIFICATION TO THE
CONTRACT. THE CONTRACTOR WILL BE PAID ONLY FOR THOSE
SERVICES RENDERED AND ACCEPTED BY THE GOVERNMENT.

PURCHASE REQUEST NUMBER DPWFHM-1211-N011

ESTIMATED NET AMT	\$150,000.00
----------------------	--------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AS		360.00	Dollars, U.S.	\$1.00	\$360.00

Telephone call reimbursement IAW para 1.7.3.
FFP - The amount of this item is estimated and shall not exceed \$360.00
without a written modification to the contract. The contractor shall invoice for
these calls monthly using the actual telephone bill in accordance with
paragraph 1.7.3 of Section C.

PURCHASE REQUEST NUMBER DPWFHM-1211-N011

ESTIMATED NET AMT	\$360.00
----------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AT		12.00	Hours	\$30.00	\$360.00
	Standby time for gas leaks or regulator repair/ replacement. FFP -				

PURCHASE REQUEST NUMBER DPWFHM-1211-N011

ESTIMATED NET AMT	\$360.00
----------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003		.00		\$0.00	\$0.00
	2nd Option Period - 01 Dec 03 through 30 Nov 04 FFP - Maintenance and Repair of Air Conditioning and Heating Units PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$0.00
----------------------	--------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AA		2,672.00	Each	\$14.00	\$37,408.00
	Service charge for spring scheduled maintenance				
	FFP - per Technical Exhibit 3.				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$37,408.00
----------------------	-------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AB		2,672.00	Each	\$14.00	\$37,408.00
	Service charge for fall scheduled maintenance				
	FFP - per Technical Exhibit 1				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$37,408.00
----------------------	-------------

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AC		1,500.00	Each	\$19.00	\$28,500.00
	Charge for routine service orders per para 5.1.3. (HVAC)				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$28,500.00
----------------------	-------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AD		650.00	Each	\$15.00	\$9,750.00
	Charge for routine service calls per para 1.7.5. - FFP - (hot water heaters only)				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$9,750.00
----------------------	------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AE		500.00	Each	\$62.00	\$31,000.00
	Charge for emergency service orders per para 1.7.3. FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$31,000.00
----------------------	-------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AF		5,000.00	Each	\$3.00	\$15,000.00
	Labor for replacing filters IAW para 5.1.4. (add '1 change only)				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$15,000.00
-------------------	-------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AG		12.00	Each	\$35.00	\$420.00
	Labor for replacing coil - A/C condenser.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$420.00
-------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AH		35.00	Each	\$40.00	\$1,400.00
	Labor for replacing coil - A/C evaporator.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$1,400.00
-------------------	------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AJ	Labor for replacing compressor - A/C. FFP PURCHASE REQUEST NUMBER DPWFHM-1211-N011	15.00	Each	\$40.00	\$600.00

ESTIMATED NET AMT	\$600.00
----------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AK	Labor for replacing condenser unit - FFP - complete with compressor, controls, etc. PURCHASE REQUEST NUMBER DPWFHM-1211-N011	12.00	Each	\$46.00	\$552.00

ESTIMATED NET AMT	\$552.00
----------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AL		6.00	Each	\$75.00	\$450.00
	Labor for replacing gas furnace.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$450.00
----------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AM		200.00	Linear Foot	\$0.50	\$100.00
	Labor for installation of gas piping.				
	FFP				
	PURCHASE REQUEST NUMBER DPWFHM-1211-N011				

ESTIMATED NET AMT	\$100.00
----------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AN	Labor to package thermostats. FFP PURCHASE REQUEST NUMBER DPWFHM-1211-N011	25.00	Each	\$1.00	\$25.00

ESTIMATED NET AMT	\$25.00
----------------------	---------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AP	Labor to replace gas hot water heater. FFP PURCHASE REQUEST NUMBER DPWFHM-1211-N011	30.00	Each	\$45.00	\$1,350.00

ESTIMATED NET AMT	\$1,350.00
----------------------	------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AQ	Labor to replace electric hot water heater. FFP PURCHASE REQUEST NUMBER DPWFHM-1211-N011	130.00	Each	\$45.00	\$5,850.00

ESTIMATED NET AMT	\$5,850.00
----------------------	------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AR		150,000.00	Dollars, U.S.	\$1.00	\$150,000.00

Parts and material IAW para 1.8. -
FFP - utilized on air conditioning & heating units, and hot water heaters.

THE AMOUNT OF THIS ITEM IS ESTIMATED AND SHALL NOT EXCEED \$150,000.00 WITHOUT A WRITTEN MODIFICATION TO THE CONTRACT. THE CONTRACTOR WILL BE PAID ONLY FOR THOSE SERVICES RENDERED AND ACCEPTED BY THE GOVERNMENT.
PURCHASE REQUEST NUMBER DPWFHM-1211-N011

ESTIMATED NET AMT	\$150,000.00
-------------------	--------------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AS		360.00	Dollars, U.S.	\$1.00	\$360.00

Telephone call reimbursement IAW para 1.7.3.
FFP - The amount of this item is estimated and shall not exceed \$360.00 a year without a written modification to the contract. The contractor shall invoice for these calls monthly using the actual telephone bill in accordance with paragraph 1.7.3 of Section C.
PURCHASE REQUEST NUMBER DPWFHM-1211-N011

ESTIMATED NET AMT	\$360.00
-------------------	----------

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AT		12.00	Hours	\$30.00	\$360.00
	Standby time for gas leaks or regulator repair/ replacement. FFP -				

NOTE1: The quantities contained on the bid schedule represent the Government's best estimate of its requirements for the period of contract performance. The contractor acknowledges that each contract line item (CLIN) quantity stated in the schedule is an estimated quantity; and the contractor will only be paid for the actual quantities ordered, received and accepted by the designated Government Inspector. The Government reserves the right to order quantities in excess of the stated estimated quantities on the Bid Schedule. However, such quantities will not exceed 150 percent of the total estimated contract dollar amount. It is estimated that the Government's requirements for any additional quantities of work for each line item will be in approximately the same proportions that each item currently bears relative to the entire estimate; however, mathematical precision is not required. The contractor shall perform work on these quantities at the same bid price. The contractor's lack of receipt of quantities in excess of the estimated quantities shall not constitute a claim against the Government.

NOTE 2: ORDERING REQUIREMENTS. This is a requirements contract as defined in the clause entitled 52.216-21 REQUIREMENTS. Delivery Orders shall be issued on a monthly basis pursuant to the clause entitled 52.216-18 ORDERING. The delivery order shall cite the applicable line item CLIN 0001AA through CLIN 0003AT based on the current year of contract performance and a total monthly estimate for the line item. THE GOVERNMENT DOES NOT GUARANTEE THAT THE WORK ACTUALLY ISSUED TO THE CONTRACTOR EACH MONTH WILL EQUAL THE SUM INDICATED ON THE MONTHLY DELIVERY ORDER.

NOTE 3: ISSUANCE OF WORK. Work requirements will actually be issued to the Contractor by the DPW Inspection Branch in accordance with Section C 1.7. HOURS AND MANNERS OF WORK.

The Contractor will be paid for actual quantities ordered, received, and accepted by the designated Directorate of Public Works, Inspection Branch (DPE-EI) Government Inspector. Invoices received in excess of the total delivery order amount (Block 25 of the DD Form 1155) will not be authorized for payment without prior approval of the Contracting Officer.

The Government intends to use the Government Credit Card to pay for actual quantities received and approved for payment under this contract. THE SUCCESSFUL BIDDER SHALL OBTAIN AND MAINTAIN, DURING THE LIFE OF THIS CONTRACT, THE CAPABILITY OF ACCEPTING THE GOVERNMENT CREDIT CARD.

Payments will be made on the basis of the signed original invoice submitted by the contractor to the Contracting Officer with a copy submitted to the Directorate of Public Works, Inspection Branch (DPW-EI). The Government will process payments for items/service received under this contract through the Government Credit Card System.

PURCHASE REQUEST NUMBER DPWFHM-1211-N011

ESTIMATED
NET AMT

\$360.00

SECTION C Descriptions and Specifications

SECTION C SPECIFICATIONS / SUMMARY OF WORK

1. GENERAL

1.1. SCOPE: The work covered by these specifications consists of furnishing all parts, labor, tools, equipment, and materials in connection with servicing and maintaining water heaters and heating & air conditioning systems in approximately 2,600 housing units. All services shall be performed in accordance with these specifications and subject to the terms and conditions of this contract.

1.2. LOCATION: The site of the proposed work is in the Housing Areas on the Fort Leonard Wood Military Reservation, Fort Leonard Wood, Missouri.

1.3. QUALITY CONTROL: Prior to commencing work, the Contractor shall establish a Quality Control Plan (QCP) to assure contract compliance. A copy of the QCP shall be provided to the Contracting Officer within 30 days after contract award. The QCP, including changes, shall be subject to the approval of the Contracting Officer. The QCP shall include the following general features:

1.3.1. Communications: Describe methods of direct and indirect communication with the Government regarding performance of the contract. Contractor shall at a minimum have a cell phone or other approved means for direct communication with Contracting Officer and/or Contract Inspection Branch.

1.3.2. Inspection System: An inspection system covering the services as stated herein. The plan shall specify areas to be inspected on either a scheduled or unscheduled basis and the name and title of the individual(s) who shall do the inspection.

1.3.3. Identification of Deficiencies: A method for identifying deficiencies in the quality of services performed prior to the level of performance becoming unsatisfactory. The Contractor shall not rely on Government direction in correcting discovered deficiencies, but shall identify and correct problem areas on his own. Records shall be kept of identified deficiencies and the solutions to those deficiencies. Short term remedial actions and long term solutions shall be described in the corrective action report. All inspection documents shall be made available to the Government upon request.

1.4. QUALITY ASSURANCE:

1.4.1. The Contracting Officer will monitor the Contractor's performance under this contract using the Inspection of Services Clause and the Termination for Convenience and Default Clauses.

1.4.2. The Government reserves the right to make such inspections and tests as and when it deems necessary to ascertain that maintenance requirements are being fulfilled. The Government's agent may accompany the Contractor's personnel during regular maintenance, service calls, or other work visits to observe and/or ask for explanation of work performed. Deficiencies noted shall be expeditiously corrected at the Contractor's expense.

1.5. INSTALLATION CLOSURES: When an unforeseen installation closure occurs on a regularly scheduled day of work the Government will have the following options:

- A. Reschedule the work to be performed the following day.
- B. Reschedule the work on any day mutually satisfactory to both the Contractor and the Contracting Officer.
- C. Continue the work in the best interest of the Government.

1.6. CONTINGENCY PLAN:

1.6.1. The Contractor shall develop a contingency plan to provide for continuing the maintenance of the hot water heaters and heating and air conditioning systems in the event of employees' absences, strikes, or work stoppages.

1.6.2. The Contractor shall submit his contingency plan to the Contracting Officer within 30 days after contract award.

1.6.3. Work stoppage or strike participation by Contractor personnel does not in any way relieve the Contractor of his responsibility to fulfill the requirements of these specifications.

1.7. HOURS AND MANNERS OF WORK:

1.7.1. Air Conditioning Season: Service calls (service orders) to be completed by the Contractor shall be picked up four times per day, Monday through Friday, excluding holidays, at Building 2200, between 0730-0830 hours, 1000-1030 hours, 1230-1330 hours, and 1530-1600 hours. All service orders shall be accomplished within 3 working hours after receipt and in the order in which they were called in to the service order desk. The Contractor may take up to 24 working hours when he must replace an expansion coil, condenser unit or a compressor. The completion time specified above shall begin at the time specified for the Contractor to pick up his service orders and shall run continuously for the stated time limit. The Contractor shall state on the service order the type of repairs made, hours worked, and the materials used. All service orders shall be returned on the day after the repairs are completed.

1.7.2. Heating Season: Service calls (service orders) to be completed by the Contractor shall be picked up four times per day, Monday through Friday, excluding holidays, at Building 2200, between 0730-0830 hours, 1000-1030 hours, 1230-1330 hours, and 1530-1600 hours. All service orders shall be completed within 3 hours of receipt and in the order in which they were called in to the service order desk, except 8 hours may be taken when a complete furnace must be replaced. The completion time specified above shall begin at the time specified for the Contractor to pick up his service orders and shall run continuously for the stated time limit.

1.7.3. Emergency Service Orders: Emergency service orders to be completed by the Contractor shall be performed throughout the entire contract period. Emergency service orders shall be picked up by the Contractor at a building designated by the Government or will be telephoned to the Contractor. The Contractor shall respond to all emergency service orders within 2 hours after receipt and shall complete within 5 hours of receipt. Emergency service orders shall be classified as all calls received other than normal working hours. Upon notification of an emergency service call by telephone or pager, the Contractor shall immediately contact the after duty hours service order desk to acknowledge receipt of the emergency service call. The Contractor shall state on the service order the type of repairs made and the materials used. The Contractor shall invoice for these calls monthly using the actual telephone bill.

1.7.4. Inclement Weather: Normal service orders and emergency service order work shall be accomplished 24-hours per day, 7 days per week. Weather conditions shall not be a valid reason for failing to perform service calls in the specified time limit. It is the Contractor's responsibility to provide equipment and transportation for his employees to accomplish the contract requirements regardless of the weather conditions. The Contractor shall have access to the installation at all times and shall request and obtain authorization through the Contracting Officer to enter the gates during any period of inclement weather. If weather conditions have resulted in the Post being closed, the Contractor's personnel shall still be required to perform all emergency service calls.

1.7.5. Service calls for Hot Water Heaters: The Contractor shall pick up service orders for hot water heaters at the same time and location as service orders for air conditioning and heating seasons. The Contractor shall perform all work as required by 5.1.1.

1.8. PAYMENT FOR PARTS/MATERIALS: All materials required for servicing, repairing or replacing the air conditioning & heating units and hot water heaters in this contract shall be furnished by the Contractor. The

Contractor shall take special note that if a minor repair part or item is needed for repairs, then he must furnish that item at no additional cost to the Government. Minor repair part is defined as an "accessory or item that is necessary to install the replacement part, i.e. nuts, bolts, etc.". The amount billed for parts/materials, other than minor repair parts, shall be the Contractor's invoice cost (adjusted for available discounts and inbound transportation). The amount shall not exceed: (1) the cost of the same or similar parts and materials obtained in the normal course of business for the Contractor's commercial work, or (2) the lowest cost that is reasonably available to the Contractor, whichever is lowest.

1.8.1. Maintenance of Records: The Contractor agrees to maintain detailed, complete, and accurate records to document compliance with paragraph 1.8. above, and to make these records available for examination by authorized Government representatives. These shall include, but not be limited to such records as the following: (1) copies of supplier invoices for parts and materials furnished to the Government; (2) copies of supplier invoices for the same or similar parts and materials obtained in the normal course of business for the Contractor's commercial work; (3) records of payment to the suppliers; (4) accounting records; (5) documented or written quotations for parts and materials; and/or (6) any other documentation which would show that parts and materials furnished to the Government were obtained at the lowest cost reasonably available.

1.8.1.1. Each invoice shall contain an itemized listing of parts and materials showing the cost for each item furnished to the Government.

1.8.1.2. Records: The Contractor's employees shall date and sign a Contractor supplied sticker each time they perform maintenance and attach the sticker to the applicable equipment. In addition, completed service orders shall be turned in daily for the preceding day's work with all blocks on service order filled in completely.

1.9. EMPLOYEES OF THE CONTRACTOR: The Contractor agrees that all work shall be performed by, and under the supervision of skilled, experienced, HVAC personnel directly employed and supervised by the Contractor. Employees shall be certified in the handling and reclaiming of freon as well as any drug testing or certification required by the Missouri Public Service Commission regarding any work with natural gas piping. Any changes in laws or regulations requiring certification of Contractor employees shall be complied with at no additional cost to the Government.

1.9.1. Contractor Representatives: The Contractor shall have a competent representative available at all times during normal duty hours who shall have the authority to act for the Contractor and to purchase materials required to comply with the contract. For emergency calls, the mechanic accomplishing the work shall have authority to speak and act for the Contractor and to purchase required materials to correct the emergency situation. Prior to commencement of the contract period, the Contractor shall advise the Contracting Officer in writing who his designated representative shall be during duty hours. Prior to the commencement of work the Contractor shall provide a complete list of his employees to the Contracting Officer. This list shall include names, duties, and home phones. The Contractor shall notify the Contracting Officer of any changes in this list within 24 hours of change.

1.10. WORKMANSHIP: Workmanship shall conform to the applicable publications listed in paragraph 7.

1.11. WORK STANDARDS: All work performed by the Contractor shall be performed in a safe and orderly manner with due regard for the safety and convenience of the housing occupants.

1.12. AVAILABILITY OF QUARTERS: Accountable master keys will be provided, in sufficient quantity, to provide access to furnace/utility rooms in the contract area which are not located inside the quarters perimeter and for vacant quarters. For occupied quarters where furnace room is located within the quarters perimeter or the access to interior spaces of the quarters is required, the Contractor shall be responsible for coordination with the occupants. All work (except service orders) shall be scheduled with the occupants 48 hours in advance stating the day and the time which the Contractor desires access to the units. The Contractor shall make three attempts to coordinate with each occupant for access to their quarters. After three unsuccessful attempts, the Contractor shall contact the DPW Inspection Branch for assistance in obtaining access. Failure of the occupant to be home for a service call, even though previously scheduled, will in no way make the Government liable for additional payment. The Government will not be liable for the additional time required by the Contractor to gain access to units for service because of fences, storage buildings, unauthorized locks, and occupant stored material.

1.13. SITE CLEAN-UP:

1.13.1. The furnace/utility rooms where the equipment to be serviced is located and all other areas that are the Contractor's responsibility, shall be kept clean. The Contractor shall clean these rooms during his maintenance checks listed in Technical Exhibits 1 and 3.

1.13.2. Any dirt, mud, gravel, or debris of any kind that the Contractor tracks into Government housing or damage to furniture, household items, etc., shall be cleaned and/or repaired by the Contractor to the satisfaction of the Contracting Officer.

1.13.3. All furniture within the living quarters shall be protected as necessary within the quarters by the Contractor. This includes protection of floors and floor covering.

1.14. PROTECTION OF WORK:

1.14.1. General: The Contractor shall, at all times, protect and preserve all materials, supplies, and equipment of every description, including Government property. All requests of the Contracting Officer to include or specifically protect such property shall be complied with at all times. The Contractor shall comply with safety and fire regulations in FLW Engineering Manual 385-1-1. In the performance of their duties, Contractor personnel shall report fire hazards and unsafe conditions to their supervisor. Positive corrective action, as determined by the supervisor, shall be taken in accordance with these specifications. Fire hazards, unsafe conditions, and occupant damage beyond "fair wear and tear" shall be reported by the Contractor's representative to the Contracting Officer.

1.15. CONTRACTOR'S ORGANIZATION:

1.15.1. Vehicles: The Contractor shall furnish and maintain all vehicles needed for the performance of work under this contract. All vehicle service work and related supplies shall be purchased off of the installation at the Contractor's expense. All vehicles shall meet installation vehicle operation requirements and shall have annual state vehicle inspection certificate. Vehicles shall be marked with the identification of the Contractor, kept clean, and in good repair while used in the performance of this contract.

1.15.2. Personnel Identification: Each employee or representative of the Contractor shall have in his possession an identification card which shall, as a minimum, show the employee's name, his photograph, position (i.e. Foreman, General Mechanic, Electrician, etc.) and the contract number. The Contractor shall furnish identification cards at his expense. Additionally, Contractor personnel shall wear uniforms consisting of trousers and shirts or coveralls or winter clothing which has outside identification on the shirt, coverall, or winter clothing consisting of two-inch high letters of the name of the Contractor on the back of the clothing and the employee's name on the left front of the outer clothing.

1.15.3. Appearance and Conduct: Contractor's personnel shall be neat and clean; shall conduct themselves in proper and efficient manner; and shall cause the least possible annoyance and disturbance to occupants of the housing units. The Contractor shall be responsible for the supervision and conduct of his employees. Contractor's personnel shall obey all the rules and regulations of Fort Leonard Wood, MO, while on the premises of the installation.

1.16. Warranty: The Contractor shall warranty all Contractor replaced parts and materials, excluding filters, for a period of one year, under the manufacturer's standard commercial warranty provisions, and normal trade practice. This warranty shall include all labor, parts, and materials required to replace the defective item. Contractor shall be responsible for equipment warranty settlement with the manufacturer of the piece of equipment involved. The Government will not be responsible to either party in case of dispute on the Manufacturer's Warranty Clause.

1.17. SHIFT SCHEDULE:

1.17.1. Air Conditioning Season: Air conditioning season shall be 1 Jun thru 1 Oct, subject to change based on actual weather.

1.17.2. Heating Season: Heating season shall be 1 Oct thru 1 Jun, subject to change based on actual weather.

1.18. TELEPHONE SERVICE: The Contractor shall maintain a 24 hour day, 7 days per week toll free telephone service at which his authorized representative can be contacted for service orders.

2. DEFINITIONS AND ACRONYMS:

2.1. GENERAL: Definitions of special terms and phrases used herein are included in AR 310-25 with the addition of the following:

2.1.1. Contracting Officer: A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

3. GOVERNMENT-FURNISHED PROPERTY AND SERVICES: There is no Government furnished property in this contract.

4. CONTRACTOR FURNISHED ITEMS:

4.1. Contractor Property and Service Requirement: The Contractor shall furnish all equipment, materials, supplies, and services which are not specified herein as Government-furnished and which are necessary to comply with the requirements of this contract. All Contractor-furnished property and services shall be compatible with existing Government systems. All replaced unserviceable furnaces, condensing units, etc. shall become the property of the Contractor and shall be his responsibility for disposal. All materials, equipment, and parts furnished by the Contractor shall be new and standard items of the manufacturer or fabrication of a quality part for the purpose intended and of the latest model or make currently on the commercial market. If any materials installed by the Contractor needs replacing due to Contractor neglect, these materials shall be replaced at no additional cost to the Government. All materials supplied by the Contractor shall be the same brand, make, etc., as that being replaced unless otherwise approved by the Contracting Officer.

5. SPECIFIC TASKS:

5.1. WORK: Work performed under this contract shall include:

5.1.1. General: All maintenance and repair work, including all testing required either by applicable codes or to identify the associated problem to hot water heaters, heating, ventilating and air conditioning (HVAC) systems and all accessories shall be the responsibility of the Contractor. Maintenance and repair work shall include maintaining furnaces, cabinets, blower units, condensate lines, grilles, registers, ducts, valves, condenser unit, evaporator coil, refrigerant lines, insulation, all motors, air balance, air flow test, all electrical devices, (high and low voltage), electrical wiring, thermostats, belts, gas lines, furnace intakes and exhausts and humidifiers, etc. All scheduled maintenance work shall be performed during normal Government working hours (Monday through Friday, 0730 - 1600 hours). The manufacturer's instruction book shall be used as a guide for the cleaning, adjusting, and maintenance of the units and component parts. All gas leak calls reported in Housing shall be first priority, 24 hours per day, 7 days per week.

5.1.2. Mass Replacements: This contract does not cover mass replacement or modifications of furnaces, air-conditioners or hot water heaters.

5.1.2.1. For purposes of this contract, a mass replacement or modification is defined as replacement or modification of 25 or more furnaces, hot water heaters or major air-conditioning components (i.e., compressor, condenser, A-coil, etc.) at one time for the purpose of upgrading current equipment. Mass replacements shall be competitively bid on a separate project.

5.1.3. Service Orders: A service order will be given to the Contractor for each unit that requires service. If a gas outage occurs, the Contractor will be issued only one service order per group of units that a single outage affects. A group of units is defined as no more than 2 multiple dwelling units or 4 single dwelling units. This single service order will include both determining or repairing cause of the outage and relighting all pilots after the fuel supply is restored. This includes relighting all pilot lights on water heaters, stoves, ovens, etc. If more than one dwelling unit is affected by the outage, pilot lights shall be lighted in all dwelling units and the systems placed in operation. For further clarification of pilot light responsibility, see paragraph 5.2.10. When the Contractor receives a service order, he shall repair all malfunctions on the unit. No additional service orders will be issued to the Contractor for his failure to complete all required repairs on a single visit to the unit.

5.1.4. Scheduled Maintenance: The Contractor shall perform the maintenance services as shown in Technical Exhibits 1, 2 and 3 at the frequencies indicated and within the following time period:

Fall Maintenance	1 Jul to 1 Nov
Spring Maintenance	1 Apr to 30 Jun
Filter Change Only	1 Dec to 31 Jan

The Contractor shall provide a weekly maintenance schedule to the contract Inspector on each Monday morning of the work week by 8:00 A.M. stating what work will be accomplished at what locations for the entire week. When the Contractor has completed each segment of the maintenance listed in Technical Exhibits 1-3, all items shall have been installed in accordance with manufacturer's specified working conditions. In addition to the repairs listed in Technical Exhibits 1-3, the Contractor shall repair any defect that he notes in the system and insure that it works properly before marking the items in the checklist as completed. If the system does not operate, the Contractor shall make all repairs required to put the system into manufacturer's specified working condition. On those dwelling units where there are no access doors or panel for performing Item No. 7 in the maintenance checklists, the Contractor is required to cut an access panel to accomplish this task. A new panel shall be fastened to the existing ductwork with a minimum of six sheet metal screws. All filters replaced/installed by Contractor shall be 30% pleated. Note that filters will be changed during Fall and Spring maintenance (per TE's 1 & 3) and a third time during 1 Dec – 31 Jan as listed above

5.1.5. Major Component Replacement: On any system that a major A/C component is replaced (such as an evaporator coil, compressor, condenser coil, refrigerant piping, etc.), the Contractor shall install a new single suction line filter of the proper size, a new liquid line drier and a new sight glass with moisture indicator. The system shall then be evacuated to at least 100 microns as described in American Society of Heating, Refrigerating, and Air Conditioning Engineers Standard 15 (exact reading shall be put on service order or maintenance checklist). The Contractor shall reclaim and recycle all freon in the existing system. The Contractor shall plug all refrigerant lines that are to be left open for more than 30 minutes, whenever replacing or repairing any part of the system that the lines must be cut or disconnected. The replacement of all components shall be with the same size and type as removed unless approval in writing is obtained from the Contracting Officer to do otherwise. All local, state and federal regulations shall be followed concerning freon recovery and recycling. The contractor shall provide all refrigerant necessary to fill system.

5.1.6. Furnaces: All replacement furnaces shall be of the same size and type as removed and shall be equipped with all necessary accessories for A/C. Blowers and motors shall conform to paragraph 5.1.7. All gas furnaces supplied under this contract shall be equipped with intermittent gas pilot burner ignition system. The ignition system shall be solid state, rectification principle of flame sensing, and 30,000 volt spark ignition. The gas valve shall be 100 percent shutoff. Replacement furnaces shall be connected to existing ductwork with a flexible duct connector. All furnaces furnished by the contractor shall be complete with the filter racks which are easily accessible to the occupants and do not require special tools for access. Filter racks shall be located within the furnace cabinet. Furnaces to be furnished shall be in accordance with Department of Defense (DOD) Guide Specifications for Military Family Housing, 4270-1 Spec. New furnaces are to be furnished with provisions for installing a humidifier: however, the humidifier shall not be connected unless specifically directed in writing by the Contracting Officer. Replacing furnaces shall include installation of a drip leg on gas line, if not already there (most do not have).

5.1.7. Furnace Blowers and Motors: All blowers and motors supplied under this contract for furnaces shall be of the two speed type with a minimum output of 1200 CFM on high speed and 900 CFM on low speed at .5" of W.C. If the motor and/or blower has a higher output capacity than stated above, the replacement shall have the same output as the blower unit being replaced. All blowers and motors replaced on furnaces only shall have the same output capacity as the blower unit being replaced. If the furnace is belt driven, then the replacement motor shall be a single speed motor of equal horsepower or greater.

5.1.8. Refrigerant: All refrigerant in the A/C units is R-22.

5.1.9. Thermostats: Replaced thermostats shall be standard commercial heating/cooling thermostats, matching backplates, and the Contractor shall repair wall to match existing wall areas. The Contractor shall accomplish repairs, but he shall not reinstall or remove any devices, which have either been removed or installed by others to negate the internal temperature limits. Thermostats that are removed and contain mercury shall be sealed in a plastic bag and the bagged thermostat(s) placed in a DOT approved box containing a hazardous material label and the letters "ORM-B". The thermostats shall be packed in polyfoam peanut packing material. The Contractor shall seal the box and transport the thermostats to the DPW Environmental Office on a daily basis. More than one thermostat may be placed in the same box if more than one thermostat is replaced in the same day. The Bid Item is for a complete package, not a single thermostat.

5.2. CONTRACTOR RESPONSIBILITY: Following are those items for which the Contractor is responsible and the standards for repairs under service orders and/or maintenance:

5.2.1. Ductwork: Complete maintenance and repair of ductwork, supply registers and return air grilles, to include removing, disassembling, patching, removal of items from ductwork, cleaning, re-hanging, and balancing the ductwork for proper air flow.

5.2.2. Thermostats: Complete maintenance, repair, and replacement including subbase and all wiring connecting thermostat to furnace.

5.2.3. Furnaces: Complete maintenance, repair, cleaning, and replacement including all wiring up to and including the breaker to the furnace. Inspect the intake and exhaust vents and repair, clean and replace as required.

5.2.4. Evaporator Coil: Complete maintenance, repair, and replacement including all refrigerant piping, drain piping, and housing.

5.2.5. Condenser Unit: Complete maintenance, repair, and replacement which includes housing, compressors, coils, valves, all refrigerant piping, refrigerant, fan motors, fan blades, grills, outside breaker box or fuse box including fuses and breakers, all wiring up to and including inside breaker, and all other electrical devices.

5.2.6. Insulation: Complete maintenance, repair, and replacement of all insulation on the heating and A/C ductwork.

5.2.7. Gas Lines: Repair and replacement from the outside aboveground regulator up to and including connection to furnace and water heater and up to shut-off valve on gas range. Branch lines under the building which go to appliances shall be the responsibility of the Contractor up to and including the shut-off valve; however, any branch lines disconnected by the Contractor to install a new line to the furnace, shall be re-connected, tested IAW the Missouri Public Service Commission Guidelines and placed back in service. The Contractor shall complete the test form (Technical Exhibit 4) each time a gas line is put back into service.

5.2.8. Humidifiers: Complete maintenance, repair, replacement, and new installation, including all wiring up to and including breaker, and all water lines and valves up to and including connection to main water line.

5.2.9. Pilot Lights: Contractor is responsible for relighting all pilot lights to water heaters, furnaces, ovens, and stoves in all affected dwelling units whenever the gas has been shut off due to malfunction or replacement of the regulator and gas line shut offs initiated to perform work covered by this contract. Also, all pilot

lights that are out due to main gas line outage, down draft in vent stacks, or malfunction of pilot thermocouple, shall be relighted.

5.2.10. Temporary Heat: On any unit that the Contractor has not repaired within the time limit specified herein, he shall provide the occupant with temporary heat at no cost to the Government. The temporary heat shall be sufficient to keep the dwelling unit at no less than 65 degrees in all rooms.

5.2.11. Temporary Repairs: The Contractor may make temporary repairs to preclude providing temporary heat as listed in paragraph 5.2.10. above. However, all such temporary repairs shall only be made after the Contracting Officer has approved them. Only one service order shall be issued to the Contractor for determining the cause of the malfunction and to make permanent repairs. The type of temporary repairs allowed will be subject to approval by the Government on a case by case basis. There will be no additional payment for temporary repairs.

5.2.12. Gas Leaks: Following are the repair requirements for gas leaks:

5.2.12.1. Gas Water Heater: Close shut off valve to water heater. If shut off valve is defective, replace shut off valve and relight all pilots.

5.2.12.2. Gas Range: Close shut off valve to range. If shut off valve is defective, replace shut off valve and relight all pilots.

5.2.12.3. Supply Lines from Regulator to Appliances: If line leak can be repaired by splicing in a small section, then repair and relight all pilots; if not, shut off supply at the regulator.

5.2.12.4. Before placing the gas line back into service, the Contractor shall test the gas piping IAW the Missouri Public Service Commission Guidelines. The Contractor shall complete the test form given in Technical Exhibit 4 each time a gas line is put back into service.

6. PAYMENT: Payment for services provided per Subclins 0001AA – 0001AT (base yr), 0002AA – 0002AT (1st option yr) and 0003AA – 0001AT (2nd option yr). Note: Contractor shall include the cost of minor repair parts (para 1.8.) in all applicable bid prices, as contractor will not be separately reimbursed for these.

6.1. (0001AA, 0002AA & 0003AA): Contractor shall be paid one charge (bid price) per unit for work accomplished per Technical Exhibit 3. This shall include labor for all tasks included in Technical Exhibit 3, with exception of labor for replacing major components listed in Subclins 0001AF – 0001AQ, 0002AF – 0002AQ & 0003AF – 0003AQ, which shall also be applied if found to need replacement. All material requiring replacement, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.2. (0001AB, 0002AB & 0003AB): Contractor shall be paid one charge (bid price) per unit for work accomplished per Technical Exhibit 1. This shall include labor for all tasks included in Technical Exhibit 1, with exception of labor for replacing major components listed in Subclins 0001AF – 0001AQ, 0002AF – 0002AQ & 0003AF – 0003AQ, which shall also be applied if found to need replacement. All material requiring replacement, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.3. (0001AC, 0002AC & 0003AC): Contractor shall be paid one charge (bid price) per unit for responding to Service Order (para 5.1.3.), with exception to gas outages (covered in para 5.1.3.). This shall include labor for all repair and replacement required, with exception to labor required for replacement of major components listed in Subclins 0001AF - 0001AQ, 0002AF - 0002AQ & 0001AF - 0003AQ, which shall also be applied if found to need replacement. All material requiring replacement, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.4. (0001AD, 0002AD & 0003AD): Contractor shall be paid one charge (bid price) per unit for responding to Service Order (para 1.7.5.), with exception to gas outages (covered in para 5.1.3.). This shall include labor for all repair and replacement required, with exception to labor required for replacement of major components listed in Subclins 0001AF-0001AQ, 0002AF-0002AQ & 0003AF-0003AQ, which shall also be applied if found to need

replacement. All material requiring replacement, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.5. (0001AE, 0002AE & 0003AE): Contractor shall be paid one charge (bid price) per unit for responding to Emergency Service Order (para 1.7.4.), with exception to gas outages (covered in para 5.1.3.). This shall include labor for all repair and replacement required, with exception to labor required for replacement of major components listed in Subclins 0001AF-0001AQ, 0002AF-0002AQ & 0003AF-0003AQ, which shall also be applied if found to need replacement. All material requiring replacement, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR. Phone calls made to acknowledge receipt of emergency service order shall be applied to Subclin 0001AS, 0002AS or 0003AS.

6.6. (0001AF, 0002AF & 0003AF): Contractor shall be paid one charge (bid price) per filter for replacement of filters. This shall include only labor to replace filter, and shall only be billed during the 'Filter Change Only' period 1 Dec to 31 Jan, per para 5.1.4. (Note: filter changes during Spring and Fall maintenance shall be included in those bid prices.) Material cost for filters shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.7. (0001AG, 0002AG & 0003AG): Contractor shall be paid one charge (bid price) for each A/C condenser coil replaced. This shall include only labor for replacement of coil; material cost, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.8. (0001AH, 0002AH & 0003AH): Contractor shall be paid one charge (bid price) for each A/C evaporator coil replaced. This shall include only labor for replacement of coil; material cost, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.9. (0001AJ, 0002AJ & 0003AJ): Contractor shall be paid one charge (bid price) for each A/C compressor replaced. This shall include only labor for replacement of compressor; material cost, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.10. (0001AK, 0002AK & 0003AK): Contractor shall be paid one charge (bid price) for each Condenser unit replaced. This shall include only labor for replacement of condenser unit – complete with compressor, controls, etc.; material cost, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.11. (0001AL, 0002AL & 0003AL): Contractor shall be paid one charge (bid price) for each gas furnace replaced. This shall include only labor for replacement of furnace; material cost, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.12. (0001AM, 0002AM & 0003AM): Contractor shall be paid per linear foot of gas piping installed. This shall include only labor for the installation of gas piping; all material cost, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.13. (0001AN, 0002AN & 0003AN): Contractor shall be paid one charge (bid price) for each box of thermostat(s) packaged and delivered to DPW Environmental Office per para 5.1.9. This shall include only the cost of packaging and delivering thermostats, replacement of thermostats shall be covered by service orders.

6.14. (0001AP, 0002AP & 0003AP): Contractor shall be paid one charge (bid price) for each gas hot water heater replaced. This shall include only labor for replacement of water heater; material cost, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.15. (0001AQ, 0002AQ & 0003AQ): Contractor shall be paid one charge (bid price) for each electric water heater replaced. This shall include only labor for replacement of water heater; material cost, excluding minor repair parts, shall be applied to Subclin 0001AR, 0002AR or 0003AR.

6.16. (0001AR, 0002AR & 0003AR): Contractor shall be reimbursed for actual material costs accrued on all other Subclins IAW para 1.8., excluding minor repair parts.

6.17. (0001AS, 0002AS & 0003AS): Contractor shall be reimbursed for actual costs (per phone bill) for calls made IAW para 1.7..3.

6.18. (0001AT, 0002AT & 0003AT): Contractor shall be paid for time they are delayed (while on site) in making repairs due to gas leak or regulator repair/replacement done by other Govt contractors (Omega at current time).

7. The publications referenced herein after shall be the most recent at the time of solicitation:

American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (ASHRAE) Standard:

20-70	Methods of Testing for Rating Remote Mechanical-Draft Air-Cooled Refrigerant Condensers
-------	---

National Fire Protection Association (NFPA) Standard:

No. 70	National Electric Code
No. 90A	Air Conditioning & Ventilating Systems

Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) Publication:

Low Velocity & Duct Construction Standards

Underwriter's Laboratories, Inc. (UL) Standard:

UL 465	Central Cooling Air Conditioners
--------	----------------------------------

Warm Heating and Air Conditioning Association

All applicable publications

Missouri Public Service Commission Pipeline Safety Regulations

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

252.246-7000 Material Inspection And Receiving Report

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.242-4202 DESIGNATION OF GOVERNMENT INSPECTOR

The Inspection Branch, Directorate of Public Works, is responsible for assuring the Contractor fulfills the requirements set forth in Section C to include inspection and acceptance pursuant to the clause entitled "Inspection of Services-Fixed-Price" and Performance Requirements Summary (PRS).

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-APR-02 TO 31-MAR-03		.00		DIRECTORATE OF PUBLIC WORKS ATZT DPW EI CONTRACT INSP BR ENGR DIV 1334 FIRST ST BLDG 2202 FORT LEONARD WOOD MO 65473- 8944
0001AA	POP 01-APR-02 TO 31-MAR-03	Each	2,672.00	Dest.	Same as CLIN 0001
0001AB	POP 01-APR-02 TO 31-MAR-03	Each	2,672.00	Dest.	Same as CLIN 0001
0001AC	POP 01-APR-02 TO 31-MAR-03	Each	1,500.00	Dest.	Same as CLIN 0001
0001AD	POP 01-APR-02 TO 31-MAR-03	Each	650.00	Dest.	Same as CLIN 0001
0001AE	POP 01-APR-02 TO 31-MAR-03	Each	500.00	Dest.	Same as CLIN 0001
0001AF	POP 01-APR-02 TO 31-MAR-03	Each	5,000.00	Dest.	Same as CLIN 0001
0001AG	POP 01-APR-02 TO 31-MAR-03	Each	12.00	Dest.	Same as CLIN 0001
0001AH	POP 01-APR-02 TO 31-MAR-03	Each	35.00	Dest.	Same as CLIN 0001
0001AJ	POP 01-APR-02 TO 31-MAR-03	Each	15.00	Dest.	Same as CLIN 0001
0001AK	POP 01-APR-02 TO 31-MAR-03	Each	12.00	Dest.	Same as CLIN 0001
0001AL	POP 01-APR-02 TO 31-MAR-03	Each	6.00	Dest.	Same as CLIN 0001
0001AM	POP 01-APR-02 TO 31-MAR-03	Linear Foot	200.00	Dest.	Same as CLIN 0001
0001AN	POP 01-APR-02 TO 31-MAR-03	Each	25.00	Dest.	Same as CLIN 0001
0001AP	POP 01-APR-02 TO 31-MAR-03	Each	30.00	Dest.	Same as CLIN 0001
0001AQ	POP 01-APR-02 TO 31-MAR-03	Each	130.00	Dest.	Same as CLIN 0001
0001AR	POP 01-APR-02 TO 31-MAR-03	Dollars, U.S.	150,000.00	Dest.	Same as CLIN 0001
0001AS	POP 01-APR-02 TO 31-MAR-03	Dollars, U.S.	360.00	Dest.	Same as CLIN 0001
0001AT	POP 01-APR-02 TO 31-MAR-03	Hours	12.00	Dest.	Same as CLIN 0001
0002	POP 01-APR-03 TO 31-MAR-04		.00		Same as CLIN 0001
0002AA	POP 01-APR-03 TO 31-MAR-04	Each	2,672.00	Dest.	Same as CLIN 0001
0002AB	POP 01-APR-03 TO	Each	2,672.00	Dest.	Same as CLIN 0001

	31-MAR-04					
0002AC	POP 01-APR-03 TO 31-MAR-04	Each	1,500.00	Dest.	Same as CLIN 0001	
0002AD	POP 01-APR-03 TO 31-MAR-04	Each	650.00	Dest.	Same as CLIN 0001	
0002AE	POP 01-APR-03 TO 31-MAR-04	Each	500.00	Dest.	Same as CLIN 0001	
0002AF	POP 01-APR-03 TO 31-MAR-04	Each	5,000.00	Dest.	Same as CLIN 0001	
0002AG	POP 01-APR-03 TO 31-MAR-04	Each	12.00	Dest.	Same as CLIN 0001	
0002AH	POP 01-APR-03 TO 31-MAR-04	Each	35.00	Dest.	Same as CLIN 0001	
0002AJ	POP 01-APR-03 TO 31-MAR-04	Each	15.00	Dest.	Same as CLIN 0001	
0002AK	POP 01-APR-03 TO 31-MAR-04	Each	12.00	Dest.	Same as CLIN 0001	
0002AL	POP 01-APR-03 TO 31-MAR-04	Each	6.00	Dest.	Same as CLIN 0001	
0002AM	POP 01-APR-03 TO 31-MAR-04	Linear Foot	200.00	Dest.	Same as CLIN 0001	
0002AN	POP 01-APR-03 TO 31-MAR-04	Each	25.00	Dest.	Same as CLIN 0001	
0002AP	POP 01-APR-03 TO 31-MAR-04	Each	30.00	Dest.	Same as CLIN 0001	
0002AQ	POP 01-APR-03 TO 31-MAR-04	Each	130.00	Dest.	Same as CLIN 0001	
0002AR	POP 01-APR-03 TO 31-MAR-04	Dollars, U.S.	150,000.00	Dest.	Same as CLIN 0001	
0002AS	POP 01-APR-03 TO 31-MAR-04	Dollars, U.S.	360.00	Dest.	Same as CLIN 0001	
0002AT	POP 01-APR-03 TO 31-MAR-04	Hours	12.00	Dest.	Same as CLIN 0001	
0003	POP 01-APR-04 TO 31-MAR-05		.00		Same as CLIN 0001	
0003AA	POP 01-APR-04 TO 31-MAR-05	Each	2,672.00	Dest.	Same as CLIN 0001	
0003AB	POP 01-APR-04 TO 31-MAR-05	Each	2,672.00	Dest.	Same as CLIN 0001	
0003AC	POP 01-APR-04 TO 31-MAR-05	Each	1,500.00	Dest.	Same as CLIN 0001	
0003AD	POP 01-APR-04 TO 31-MAR-05	Each	650.00	Dest.	Same as CLIN 0001	
0003AE	POP 01-APR-04 TO 31-MAR-05	Each	500.00	Dest.	Same as CLIN 0001	
0003AF	POP 01-APR-04 TO 31-MAR-05	Each	5,000.00	Dest.	Same as CLIN 0001	
0003AG	POP 01-APR-04 TO 31-MAR-05	Each	12.00	Dest.	Same as CLIN 0001	
0003AH	POP 01-APR-04 TO 31-MAR-05	Each	35.00	Dest.	Same as CLIN 0001	
0003AJ	POP 01-APR-04 TO 31-MAR-05	Each	15.00	Dest.	Same as CLIN 0001	
0003AK	POP 01-APR-04 TO 31-MAR-05	Each	12.00	Dest.	Same as CLIN 0001	

0003AL	POP 01-APR-04 TO 31-MAR-05	Each	6.00	Dest.	Same as CLIN 0001
0003AM	POP 01-APR-04 TO 31-MAR-05	Linear Foot	200.00	Dest.	Same as CLIN 0001
0003AN	POP 01-APR-04 TO 31-MAR-05	Each	25.00	Dest.	Same as CLIN 0001
0003AP	POP 01-APR-04 TO 31-MAR-05	Each	30.00	Dest.	Same as CLIN 0001
0003AQ	POP 01-APR-04 TO 31-MAR-05	Each	130.00	Dest.	Same as CLIN 0001
0003AR	POP 01-APR-04 TO 31-MAR-05	Dollars, U.S.	150,000.00	Dest.	Same as CLIN 0001
0003AS	POP 01-APR-04 TO 31-MAR-05	Dollars, U.S.	360.00	Dest.	Same as CLIN 0001
0003AT	POP 01-APR-04 TO 31-MAR-05	Hours	12.00	Dest.	Same as CLIN 0001

52.000-4219 CONTRACT PERIOD

The Government expects to award a contract by 15 November 2001 with the period of performance to be 01 December 2001 through 30 November 2002. The term of this contract is subject to the Government's option to extend the term of the contract in accordance with Paragraph FAR Clause 52.217-9, located in Section I. If award of the contract is delayed, there will be a change to the contract period ensuring the same number of days/months originally intended is given to the successful Contractor.

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: TO BE PAID BY IMPAC CREDIT CARD
AMOUNT: \$0.00

000000000000

52.242-4201 RESPONSIBILITY FOR ADMINISTRATION OF CONTRACT

The Contract Administration Division is responsible for the administration of this contract. The Contracting Officer alone is authorized to take action on behalf of the Government which results in changes in the terms of the contract, including deviations from specifications, details and delivery schedules.

52.242-4204 POSTAWARD ORIENTATION

If a Postaward Orientation is required, the Contracting Officer will schedule the Conference after contract award and prior to commencement of work. The Contracting Officer will notify the Contractor of the time and date set for the meeting which will be held at Fort Leonard Wood, Missouri. At this meeting the Contractor will be oriented with respect to Government procedures and line of authority, as well as contractual and administrative matters. The Contractor is required to furnish a current Certificate of Insurance at the meeting. The Contractor is responsible for costs associated with any scheduled conference.

52.232-4204 APPROPRIATION CHARGEABLE

All delivery orders issued hereunder will contain the certification of funds, quoting the appropriation chargeable for the procurement.

52.242-4001 ISSUANCE OF DELIVERY ORDERS

The Contracting Officer is responsible for issuing delivery orders under this contract unless otherwise authorized by the Contracting Officer in writing.

SECTION H Special Contract Requirements

52.022-4001 Qualifications of Contractor Personnel

Contractor Personnel: The Contractor shall be responsible for selecting and staffing personnel who are well qualified to perform the work required. No personnel will be utilized to perform the work of any wage classification required to perform the tasks called for by the contract, who does not possess the necessary training and experience to qualify as a Journeyman in the particular occupational classifications the work is associated with in the local area (Missouri).

Apprentices and Trainees: A limited number of apprentices and trainees may be utilized to perform contract requirements to the extent permitted by FAR 52.222-9 and the regulations cited therein.

Qualifications: Unless another standard is required by law or specified elsewhere in the specifications for a particular occupational classification, the standard to be applied in determining an individual's qualifications to perform at the Journeyman level shall be as follows: A Journeyman is an individual who has been performing work in a particular building trade for at least four years under the supervision of a Master. A Master is defined as an individual who has at least four years of satisfactory experience as a Journeyman in a particular building trade.

52.000-4203 USE OF TOBACCO PRODUCTS ON FORT LEONARD WOOD

The Contractor and its employees shall be familiar with and shall comply with the provisions of Policy Memorandum Titled "Smoking and Tobacco Use Policy" as presently written and as subsequently amended. The Contractor, upon its request, shall be furnished with a copy of this Policy Memorandum. However, failure to request a copy of the memorandum will not relieve the Contractor from complying with the requirements of this paragraph.

52.000-4215 PREVENTION OF TRAINEE ABUSE

The Contractor and its employees shall be familiar with and shall comply with the provisions of Fort Leonard Wood (FLW) Regulation 350-12, Training Leadership, as presently written and as subsequently amended. The Contractor, upon its request, shall be furnished with a copy of FLW Regulation 350-12. However, failure to request a copy of the regulation will not relieve the Contractor from complying with the requirements of this paragraph.

52.000-4220 EMPLOYEES OF CONTRACTOR

a. The Contractor shall furnish to the Contracting Officer upon commencement of work under this contract a written statement containing the complete name, address, and job title of each employee including subcontractor employees engaged in performance of the work under this contract. In the event of a change in employees necessitated by illness, change in personnel, or other reasons, the Contractor shall advise the Contracting Officer of the change and shall furnish him the same information on the new employee prior to his arrival on the premises.

b. The Contractor shall be responsible for the performance and conduct of his employees, to include subcontractor employees, at all times while performing under the contract. Employees of the Contractor or subcontractor may be denied entry to the installation by the military police or other authorized Government authority if it is determined that such entry may be contrary to good order, discipline or the security of the installation. Pursuant to 18 U.S.C. 1382, the Installation Commander may bar individuals from entry on the installation.

52.000-4221 LIABILITY OF CONTRACTOR

The Contractor shall be liable for injuries or damages to persons or property resulting from the negligent acts or omissions of the Contractor, his agents, employees and/or subcontractors.

52.000-4208 NORMAL WORKING HOURS

a. The Contractor shall schedule his working hours to coincide with the working hours of the military reservation. Normal working hours of the reservation are 7:30 a.m. to 4:00 p.m., Monday thru Friday, Legal Public Holidays excepted. The Contractor shall not perform work on the reservation beyond the aforementioned working hours without the written approval of the Contracting Officer.

For informational purposes, the Government observes the following holidays:

New Year's Day, 1 January
Martin Luther King, Jr.'s Birthday, the third Monday in January
Presidents' Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, 4 July
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Veterans Day, 11 November
Thanksgiving Day, the fourth Thursday in November
Christmas Day, 25 December

When such holidays fall on a Saturday, the preceding Friday will be considered a holiday. When such holidays fall on a Sunday, the succeeding Monday will be considered a holiday. (Applicable to Government personnel only.)

b. If the Contractor for his convenience desires to perform work during other than normal working hours or on other than normal workdays, he shall

notify the Contracting Officer in writing at least 72 hours in advance. The Contractor shall not perform work beyond the normal working hours or normal workdays without the Contracting Officer's written approval. The Contractor shall reimburse the Government for any additional expense occasioned the Government thereby, such as, but not limited to, overtime pay for Government inspectors, utilities service, etc.

52.000-4223 REGISTRATION OF VEHICLES

1. All motor vehicles within the boundaries of Fort Leonard Wood, Missouri, utilized by the Contractor and/or his employees (POV's included) must be registered with the Law Enforcement Command (LEC). Vehicle registration is a Department of the Army requirement.
2. All motor vehicles will be registered utilizing Department of Defense decals with expiration dates and installation identification. The vehicle registration processing point will be located in Building 470, Soldiers Service Center, Room 2125.
3. A Department of Defense decal will be issued for each registered vehicle. Contractors and Contractor employees will be issued one of two types of decals, depending upon the length of time of the contract. For contracts of a year or more in duration, an annually renewable decal will be issued. For those contracts of less than one year, a temporary pass will be issued. Contractor personnel who are eligible to register as retired military or dependent of military must register in such a manner.
4. Required documentation for registration consists of the following:
 - current valid driver's license
 - state vehicle registration
 - state safety inspection (if required by state of registration)
 - proof of insurance
 - motorcycle safety course (applicable to motor cycle registration only)
 - military, civilian or contractor identification
 - letter of employment verification (submitted on Company letterhead endorsed by the Ft. Leonard Wood requiring activity who is the receiver of the service)
5. Decals must be permanently affixed to the vehicle. Authorized location is the upper center of the windshield, under the rear view mirror (right front post for motor cycles). All individuals are responsible for their decals. If the vehicle is sold, traded, incapacitated in any way, or employment is terminated, the individual must remove (scrape decal off window) the decal and return it to LEC and they will destroy the sticker.
6. Vehicles are subject to being stopped for purposes of identification and/or issuance of a daily or visitor pass.

52.000-4225 FIRE PREVENTION

The current Post Fire Regulation, Army Regulation (AR) 420-90, Fire Prevention and Protection and the Fort Leonard Wood Supplement to AR 429-90, are by this reference, hereby made a part of these specifications by reference. The Contractor's operations shall conform to all applicable portions of those documents. All personnel entering on duty as Contractor's

employees shall be instructed in the fire prevention program of the Post and shall be advised of the requirement of the Post Fire Regulations as they pertain to this particular contract.

52.000-4226 ACCIDENT PREVENTION AND SAFETY REQUIREMENTS

a. In order to provide safety controls for protection to the life and health of employees and other persons, for prevention of damage to property, materials, supplies and equipment, and for avoidance of work interruption in the performance of this contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Act of 1970, Public Law 91-596. The Contractor shall also take or cause to be taken such additional measures as the Contracting Officer may determine to be reasonable and necessary for the purpose.

b. The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, exposure data and all accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies, and equipment incident to work performed under this contract.

c. The Contracting Officer will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

d. Compliance with the provisions of this clause by subcontractors shall be the responsibility of the Contractor.

52.000-4228 MOBILIZATION AND OTHER CONTINGENCIES

a. The attention of the Contractor is invited to the clause in Section I entitled "CHANGES". This clause permits the Contracting Officer to make changes within the general scope of the contract to include the definition of services, and place and time of performance.

b. Among the circumstances in which the provisions of this clause may be invoked is a general or limited mobilization of reserve forces or an emergency that impacts upon contractor's performance. In the event of either eventuality the Contractor will be expected to promptly take whatever measures are needed to meet the mobilization requirements contained in this contract or any new demands placed upon the existing contract. Such demands

may well require increases in Contractor furnished property, as well as extended work hours and expansion to the contract workforce.

c. To ensure that Government operations which depend upon the services/supplies provided hereunder can proceed with no or only minimal disruption, the Contractor shall during the life of this contract anticipate the possibility of a mobilization or similar emergency and the steps it will need to take to rapidly expand its contract capabilities to meet the exigency.

52.000-4236 CONTRACTOR CORRESPONDENCE REQUIREMENTS

All Contractor and subcontractor originated correspondence under this contract shall be on the originating firm's letterhead, except in the case where pre-printed Government forms are used, shall be typed or handwritten in a legible manner, and shall be submitted in the signed original, with supporting copies as required by the Contracting Officer.

52.217-4000 EXERCISE OF OPTIONS

In the event the Government does not exercise the option under FAR clause 52.217-9 (Option to Extend the Term of the Contract), the Government may require continued performance of any services within the limits and at the rates specified in the contract by exercising FAR Clause 52.217-8 (Option to Extend Services). However, FAR clause 52.217-9 shall not be exercised after FAR Clause 52.217-8 has been utilized. (NOTE: Stated FAR Clauses are listed in full text in Section I.)

52.228-4203 SCHEDULE OF INSURANCE

TYPE	AMOUNT
General Liability Insurance	\$500,000.00 per accident
Automobile Liability Insurance:	
Bodily Injury	\$200,000.00 per person
Bodily Injury	\$500,000.00 per occurrence
Property Damage	\$ 20,000.00 per occurrence
Workmen's Compensation	In accordance with the Workmen's Compensation Law of the State of Missouri or \$100,000.00 Whichever is greater

52.232-4206 SUBJECT TO AVAILABILITY OF FUNDS - OPTION PERIODS

Option periods under this contract may be exercised subject to the availability of funds. In such a case, one of the following FAR clauses will be incorporated in the modification exercising the option:

- a. 52.232-18 Availability of Funds
- b. 52.232-19 Availability of Funds for the Next Fiscal Year

52.237-4000 INVOICING - Payment by Government Credit Card

- a. Contractor shall submit original invoices to:

Directorate of Contracting
Post Office Box 140
Building 606, 561 Iowa Avenue
Fort Leonard Wood, Missouri 65473-0140

- b. Payment will be made using the Government Credit Card.
- c. Invoice payment inquiries shall be directed to the cognizant Contracting Officer, telephone number (573) 596-0266 and facsimile number (573) 596-0267.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt I	Small Business Subcontracting Plan (Oct 2000) Alternate I	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996

52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 Dec 01 through 30 Nov 02. If the options are exercised, such orders may be issued from 01 Dec 02 through 30 Nov 03, First Option Period; 01 Dec 03 through 30 Nov 04, Second Option Period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$175,000.00;
 - (2) Any order for a combination of items in excess of \$300,000.00; or
 - (3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days beyond the established completion date or the date stated on the last delivery order issued, whichever date is later..

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary

of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within anytime before contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within anytime before contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier

subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for

example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the

Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a

violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT
(MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly

pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2002. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2002, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)

(a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if

applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Government/Contractor Shares of Net Acquisition Savings

[Figures in percent]

Sharing arrangement

Contract type	Incentive (voluntary)		Program requirement (mandatory)	
	Concurrent and Instant future contract contract rate		Concurrent and Instant future contract contract rate	
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\	50/50	\1\	50/50
Incentive (fixed-price or cost) (other than award fee).....	(\2\)		(\2\)	
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\	75/25	\3\	75/25
			85/15	85/15

\1\ The contracting officer may increase the contractor's sharing rate to as high as 75 percent for each VECP. (See 48.102(g) (1) through (7).)

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The contracting officer may increase the contractor's sharing rate to as high as 50 percent for each VECP. (See 48.102(g) (1) through (7).)

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii)

subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.dtic.mil/dfars.html>

<http://acqnet.saalt.army.mil/library/afar/afaroc.htm>

SECTION J List of Documents, Exhibits and Other Attachments

Exhibit A

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Technical Exhibit 1	Fall Maintenance Check List	1	Not Dated
Technical Exhibit 2	Furnace Test Report	1	Not Dated
Technical Exhibit 3	Spring Maintenance Check List	1	Not Dated
Technical Exhibit 4	Standard Testing Record Form	1	Not Dated
Document 4	Wage Determination	7	23 July 2001

TECHNICAL EXHIBIT 1
FALL MAINTENANCE CHECKLIST

Building No. _____ Street Address _____

Date _____

Mfr/Model/BTU Rating of Furnace _____

Signature of Mechanic _____

ITEM NO.	ITEM DESCRIPTION	INITIAL WHEN ITEM IS COMPLETE
1.	Lubricate furnace blower motor and blower bearings. Check blower bearings, brackets, etc. Clean, repair or replace as required.	_____
2.	Adjust and/or replace furnace belts.	_____
3.	Install new 30% pleated air filters in furnace. Visually check furnace electrical systems and wiring. Repair or replace as required.	_____
4.	Inspect, clean, repair and/or replace as required, all furnace controls, wiring and electrical connections. Replace all electrical box covers.	_____
5.	Check thermostat for operation and accuracy. Adjust, repair, and/or replace as required. Remove stops and pins in existing DOD thermostats.	_____
6.	Remove and clean all parts of burner including gas slots. Clean heat exchanger, inspect for cracks and check system for gas leaks. Check intermittent pilot systems for proper alignment. Repair and/or replace all defective parts. System shall be repaired or serviced to conform with the applicable manufacturer's specifications and shall comply with the standards referenced in paragraph 4 of the specifications.	_____
7.	Change filters on humidifiers as required. Humidifiers shall be repaired or serviced to conform with the applicable manufacturer's specifications and shall comply with standards referenced in Section C, subsection 4.	_____
8.	Inspect furnace intake and exhaust vents, repair or replace required. Verify that 1/2" wire mesh is in the intake vent. Smaller sizes are unacceptable. Change to 1/2" as required.	_____

Note: Site Cleanup - Refer to paragraph C.1.13, Section C of the specifications.

TECHNICAL EXHIBIT 2
FURNACE TEST REPORT

FALL MAINTENANCE

BUILDING NUMBER _____ STREET ADDRESS _____

DATE _____

SIGNATURE OF MECHANIC _____

FURNACE MANUFACTURER _____ FURNACE MODEL NUMBER _____

OUTPUT BTU PER HOUR _____

SIMULATED FLAME FAILURE _____

SIMULATED BLOWER FAILURE _____

LIMIT SETTING _____

TEMPERATURE RISE _____

- _____ ADJUSTER
- _____ TESTED FOR PROPER RESPONSE
- _____ LIMIT STOPPED BURNER
- _____ ADJUSTED LIMIT

TECHNICAL EXHIBIT 3

SPRING MAINTENANCE CHECKLIST

Building No. _____ Street Address _____

Mfr/Model/BTU Rating of Condensing Unit _____

Date _____

Signature of Mechanic _____

ITEM NO.	ITEM DESCRIPTION	INITIAL WHEN ITEM IS COMPLETE
1.	Lubricate furnace blower motor and blower bearings. Check blower bearings, brackets, etc. Clean, repair or replace as required.	_____
2.	Visually check complete A/C system for damage such as bent housings, loose parts, clogged coils, broken or bent lines, insulation, etc. Replace or repair as required.	_____
3.	Check evaporator drain line clean or repair as required.	_____
4.	Adjust and/or replace furnace belts. Install new 30% pleated air filters in furnaces.	_____
5.	Clean condenser coils and housing of dirt, gravel, grass, weeds, etc, comb fins as necessary.	_____
6.	Start A/C units and assure that A/C unit and systems operate properly. Replace and/or repair as required.	_____
7.	Inspect cooling coils and clean as required.	_____
8.	Visually check furnace and A/C electrical systems and wiring. Repair or replace as required.	_____
9.	Check thermostat for operation and accuracy. Adjust, repair, and/or replace as required.	_____
10.	Lubricate padlocks on air conditioner disconnects.	_____

Note: Site clean-up refers to Section C, Paragraph C.1.13. of contract.

All Checklists in this contract shall be furnished by the Contractor.

TECHNICAL EXHIBIT 4
STANDARD TESTING RECORD FORM

Project name: _____

Project Number: _____

Project location: _____

Test Date: _____

Temperature: _____

PIPE LINE/SERVICE TESTED

Name: _____

Location/Description: _____

Piping & materials: _____

Operating pressure: _____

Specification test pressure: _____

TESTING METHOD

Method of testing: _____

Instrument used: _____

Actual test pressure: _____

TEST RESULTS

Time test started: _____

Pressure: _____

Time test completed: _____

Pressure: _____

Duration of test: _____

Pressure rise: _____

Pressure drop: _____

SIGNITURES

Witness: _____

Representing: _____

Witness: _____

Representing: _____

Remarks:

Job Supervisor's signature: _____

WAGE DETERMINATION NO: 94-2311 REV (18) AREA: MO,SOUTHERN MISSOURI

WAGE DETERMINATION NO: 94-2311 REV (18) AREA: MO,SOUTHERN MISSOURI REGISTER OF WAGE DETERMINATIONS
UNDER U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2311
Director	Wage Determinations	Revision No.: 18
		Date Of Last Revision: 07/13/2001

State: Missouri

Area: Missouri Counties of Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, Madison, Maries, McDonald, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, Scott, Shannon, St Clair, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	7.30
Accounting Clerk II	9.58
Accounting Clerk III	10.98
Accounting Clerk IV	13.86
Court Reporter	9.85
Dispatcher, Motor Vehicle	9.85
Document Preparation Clerk	9.21
Duplicating Machine Operator	9.21
Film/Tape Librarian	9.13
General Clerk I	7.18
General Clerk II	8.15
General Clerk III	10.59
General Clerk IV	13.16
Housing Referral Assistant	12.77
Key Entry Operator I	8.08
Key Entry Operator II	9.48
Messenger (Courier)	6.24
Order Clerk I	7.96
Order Clerk II	10.55
Personnel Assistant (Employment) I	9.56
Personnel Assistant (Employment) II	9.74
Personnel Assistant (Employment) III	11.08
Personnel Assistant (Employment) IV	12.49
Production Control Clerk	12.50
Rental Clerk	8.66
Scheduler, Maintenance	9.96
Secretary I	9.96
Secretary II	11.33
Secretary III	12.77
Secretary IV	14.16
Secretary V	16.99
Service Order Dispatcher	8.66
Stenographer I	8.48
Stenographer II	9.69
Supply Technician	14.16
Survey Worker (Interviewer)	9.85
Switchboard Operator-Receptionist	7.81

Test Examiner	11.78
Test Proctor	11.78
Travel Clerk I	9.42
Travel Clerk II	10.19
Travel Clerk III	10.93
Word Processor I	8.13
Word Processor II	9.64
Word Processor III	10.80
Automatic Data Processing Occupations	
Computer Data Librarian	9.56
Computer Operator I	10.04
Computer Operator II	11.76
Computer Operator III	14.00
Computer Operator IV	14.98
Computer Operator V	16.63
Computer Programmer I (1)	13.96
Computer Programmer II (1)	16.40
Computer Programmer III (1)	19.50
Computer Programmer IV (1)	24.27
Computer Systems Analyst I (1)	19.94
Computer Systems Analyst II (1)	23.47
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	10.04
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	13.84
Automotive Glass Installer	12.60
Automotive Worker	12.60
Electrician, Automotive	13.49
Mobile Equipment Servicer	11.34
Motor Equipment Metal Mechanic	13.84
Motor Equipment Metal Worker	12.60
Motor Vehicle Mechanic	13.84
Motor Vehicle Mechanic Helper	10.65
Motor Vehicle Upholstery Worker	12.28
Motor Vehicle Wrecker	12.60
Painter, Automotive	13.29
Radiator Repair Specialist	12.60
Tire Repairer	10.96
Transmission Repair Specialist	13.84
Food Preparation and Service Occupations	
Baker	8.96
Cook I	8.37
Cook II	8.96
Dishwasher	6.22
Food Service Worker	7.15
Meat Cutter	10.22
Waiter/Waitress	6.72
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	13.29
Furniture Handler	10.52
Furniture Refinisher	13.29
Furniture Refinisher Helper	12.95
Furniture Repairer, Minor	11.90
Upholsterer	13.29
General Services and Support Occupations	
Cleaner, Vehicles	7.11
Elevator Operator	7.11
Gardener	8.92
House Keeping Aid I	7.11
House Keeping Aid II	7.72
Janitor	7.11
Laborer, Grounds Maintenance	7.61
Maid or Houseman	6.53
Pest Controller	10.23
Refuse Collector	6.45
Tractor Operator	8.28
Window Cleaner	7.72
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93

Licensed Practical Nurse I	9.59
Licensed Practical Nurse II	10.76
Licensed Practical Nurse III	12.04
Medical Assistant	9.77
Medical Laboratory Technician	9.77
Medical Record Clerk	9.27
Medical Record Technician	13.54
Nursing Assistant I	8.17
Nursing Assistant II	9.18
Nursing Assistant III	10.02
Nursing Assistant IV	11.24
Pharmacy Technician	12.19
Phlebotomist	10.76
Registered Nurse I	14.51
Registered Nurse II	17.76
Registered Nurse II, Specialist	17.76
Registered Nurse III	21.49
Registered Nurse III, Anesthetist	21.49
Registered Nurse IV	25.74
Information and Arts Occupations	
Audiovisual Librarian	14.16
Exhibits Specialist I	16.48
Exhibits Specialist II	20.18
Exhibits Specialist III	24.62
Illustrator I	16.48
Illustrator II	20.18
Illustrator III	24.62
Librarian	16.99
Library Technician	10.38
Photographer I	10.99
Photographer II	14.33
Photographer III	17.55
Photographer IV	21.41
Photographer V	25.98
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.87
Counter Attendant	6.87
Dry Cleaner	9.08
Finisher, Flatwork, Machine	6.87
Presser, Hand	6.87
Presser, Machine, Drycleaning	6.87
Presser, Machine, Shirts	6.87
Presser, Machine, Wearing Apparel, Laundry	6.87
Sewing Machine Operator	9.75
Tailor	10.42
Washer, Machine	7.61
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	13.29
Tool and Die Maker	16.92
Material Handling and Packing Occupations	
Forklift Operator	10.52
Fuel Distribution System Operator	11.34
Material Coordinator	13.53
Material Expediter	12.53
Material Handling Laborer	10.51
Order Filler	10.87
Production Line Worker (Food Processing)	10.63
Shipping Packer	10.52
Shipping/Receiving Clerk	10.52
Stock Clerk (Shelf Stocker; Store Worker II)	10.87
Store Worker I	8.56
Tools and Parts Attendant	10.63
Warehouse Specialist	10.63
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	13.84
Aircraft Mechanic Helper	10.65
Aircraft Quality Control Inspector	17.82
Aircraft Servicer	11.90
Aircraft Worker	12.60
Appliance Mechanic	13.29

Bicycle Repairer	10.96
Cable Splicer	13.84
Carpenter, Maintenance	13.29
Carpet Layer	12.60
Electrician, Maintenance	14.98
Electronics Technician, Maintenance I	12.60
Electronics Technician, Maintenance II	16.32
Electronics Technician, Maintenance III	17.14
Fabric Worker	11.90
Fire Alarm System Mechanic	13.84
Fire Extinguisher Repairer	11.77
Fuel Distribution System Mechanic	13.84
General Maintenance Worker	12.60
Heating, Refrigeration and Air Conditioning Mechanic	13.84
Heavy Equipment Mechanic	13.84
Heavy Equipment Operator	13.84
Instrument Mechanic	13.84
Laborer	9.33
Locksmith	13.29
Machinery Maintenance Mechanic	13.84
Machinist, Maintenance	14.39
Maintenance Trades Helper	10.65
Millwright	13.84
Office Appliance Repairer	13.29
Painter, Aircraft	15.28
Painter, Maintenance	13.84
Pipefitter, Maintenance	13.84
Plumber, Maintenance	15.92
Pneudraulic Systems Mechanic	13.84
Rigger	13.84
Scale Mechanic	12.60
Sheet-Metal Worker, Maintenance	13.84
Small Engine Mechanic	12.60
Telecommunication Mechanic I	13.84
Telecommunication Mechanic II	14.39
Telephone Lineman	13.84
Welder, Combination, Maintenance	13.84
Well Driller	13.84
Woodcraft Worker	13.84
Woodworker	12.28
Miscellaneous Occupations	
Animal Caretaker	7.14
Carnival Equipment Operator	8.31
Carnival Equipment Repairer	8.83
Carnival Worker	7.08
Cashier	7.17
Desk Clerk	8.41
Embalmer	15.81
Lifeguard	8.61
Mortician	15.81
Park Attendant (Aide)	10.82
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.49
Recreation Specialist	11.65
Recycling Worker	7.30
Sales Clerk	7.49
School Crossing Guard (Crosswalk Attendant)	6.22
Sport Official	7.49
Survey Party Chief (Chief of Party)	16.25
Surveying Aide	9.40
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.56
Swimming Pool Operator	10.52
Vending Machine Attendant	6.33
Vending Machine Repairer	8.10
Vending Machine Repairer Helper	6.71
Personal Needs Occupations	
Child Care Attendant	8.50
Child Care Center Clerk	12.05
Chore Aid	6.53
Homemaker	13.88
Plant and System Operation Occupations	

Boiler Tender	14.41
Sewage Plant Operator	13.29
Stationary Engineer	14.41
Ventilation Equipment Tender	10.65
Water Treatment Plant Operator	13.29
Protective Service Occupations	
Alarm Monitor	9.46
Corrections Officer	14.42
Court Security Officer	15.21
Detention Officer	14.42
Firefighter	14.43
Guard I	6.24
Guard II	10.88
Police Officer	17.54
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	12.62
Hatch Tender	12.62
Line Handler	12.62
Stevedore I	12.06
Stevedore II	13.23
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.63
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	14.57
Archeological Technician II	16.30
Archeological Technician III	20.18
Cartographic Technician	20.18
Civil Engineering Technician	17.55
Computer Based Training (CBT) Specialist/ Instructor	20.18
Drafter I	10.88
Drafter II	12.64
Drafter III	16.48
Drafter IV	20.18
Engineering Technician I	10.88
Engineering Technician II	12.64
Engineering Technician III	16.48
Engineering Technician IV	20.18
Engineering Technician V	24.94
Engineering Technician VI	29.88
Environmental Technician	19.09
Flight Simulator/Instructor (Pilot)	21.37
Graphic Artist	17.34
Instructor	17.16
Laboratory Technician	14.00
Mathematical Technician	20.18
Paralegal/Legal Assistant I	12.06
Paralegal/Legal Assistant II	14.06
Paralegal/Legal Assistant III	17.70
Paralegal/Legal Assistant IV	21.44
Photooptics Technician	17.55
Technical Writer	19.83
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	14.00
Weather Observer, Senior (3)	15.54
Weather Observer, Upper Air (3)	14.00
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	12.71
Parking and Lot Attendant	8.06
Shuttle Bus Driver	12.10
Taxi Driver	9.23
Truckdriver, Heavy Truck	13.04
Truckdriver, Light Truck	12.10
Truckdriver, Medium Truck	12.71
Truckdriver, Tractor-Trailer	13.04

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and

maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (S F 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal Grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established

wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.